



TERMINAL DISCLAIMER TO OBVIATE A DOUBLE PATENTING REJECTION

In re application of : S. Curtis Nye, et al.
Assignee : Lifetime Products, Inc.
Application No. : 10/802,433
For : BASKETBALL RIM
ASSEMBLY
Filed : March 17, 2004
Examiner : Michael S. Chambers
Group Art Unit : 3711
Confirmation No. : 3517
Customer No. : 022913

COMMISSIONER FOR PATENTS
P.O. Box 1450
Alexandria, VA 22313-1450

Dear Sir:

Assignee, through its attorney of record, represents that it is the owner of the entire interest in the above-identified patent application. Assignee is the owner of this application because the inventors assigned all of their rights in this application to the Assignee, and this assignment was recorded in the United States Patent and Trademark Office at Reel 015110/Frame 0003 on September 7, 2004.

Assignee, hereby disclaims, except as provided below, the terminal part of any patent granted on the above-identified application that would extend beyond the expiration date of the full statutory term any patent granted on pending United States Patent Application Serial No. 10/737,034, as presently shortened by any terminal disclaimer. Assignee agrees that any patent so granted on the above-identified application shall be enforceable only for and during such period that the legal title to it and any patent granted on the reference application are commonly owned. This agreement is to run with any patent granted on the above-identified application and is to be binding upon the grantor, its successors or assigns.

Assignee, however, does not disclaim any terminal part of any patent granted on the above-identified application that would extend beyond the expiration date of the full statutory term any patent granted on pending United States Patent Application Serial No. 10/737,034, as presently shortened by any terminal disclaimer, in the event that it later: expires for failure to pay a maintenance fee, is held unenforceable, is found invalid by a court of competent jurisdiction, is statutorily disclaimed in whole or terminally disclaimed under 37 CFR § 1.321(a), has all claims canceled by a reexamination certificate, is reissued or is otherwise terminated prior to expiration of its statutory term as presently shortened by any terminal disclaimer, except for the separation of legal title stated above.

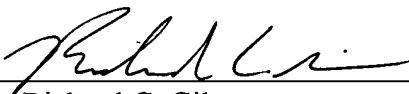
This terminal disclaimer is accompanied by the fee set forth in 37 C.F.R. § 1.20(d) in the amount of \$130.00. The Commissioner is authorized to charge payment of any additional fees associated with this communication, which have not otherwise been paid, to Deposit Account No. 23-3178.

Assignee hereby declares that all statements made herein of its own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

Dated this 28 day of November, 2005.

Respectfully submitted,

WORKMAN NYDEGGER

By: 
Richard C. Gilmore
Registration No. 37,335
Attorney of Record

Customer No. 22,913

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PATENT APPLICATION
Our Reference No.: 15499.468.1

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicant	:	S. Curtis Nye, et al.)
)
Assignee	:	Lifetime Products, Inc.)
)
Title	:	BASKETBALL SYSTEM)
)
App. No.	:	10/737,034)
)
Filed	:	December 15, 2003)
)
Confirm. No.	:	4762)
)
Customer No.	:	22,913)

CERTIFICATE UNDER 37 CFR § 3.73(b)

Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

Dear Sir:

Assignee, Lifetime Products, Inc., a Utah Corporation having a place of business at Building D-11, Freeport Center, Clearfield, Utah 84016, in accordance with 37 CFR § 3.73(b), certifies that it is the assignee of the entire right, title and interest in the patent application identified above by virtue of the chain of title from the inventor to the assignee, as shown below:

1. From inventors, S. Curtis Nye, Robert A. Astle, Christopher A. Parada, Kathleen Bingham, executor for Kevin Bingham (deceased), and David C. Winter, to Lifetime Products, Inc. This document was recorded with the United States Patent and Trademark Office on June 9, 2004, at Reel 014714/Frame 0404.

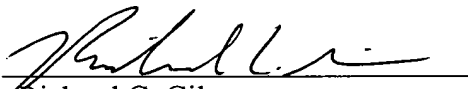
Re : Certificate under 37 C.F.R. 3.73(b)
App. No. : 10/737,034
Filed : December 15, 2003

The undersigned has reviewed all the documents in the chain of title of the patent identified above and, to the best of undersigned's knowledge and belief, title is in the assignee identified above.

The undersigned (whose title is supplied below) is empowered to sign this certificate on behalf of the assignee.

I declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further, that these statements were made with the knowledge that willful, false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001, Title 18 of the United States Code, and that such willful, false statements may jeopardize the validity of the application or patent issuing therefrom.

Dated: November 28, 2005

By: 
Richard C. Gilmore
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